



Color Run Waiver and Release, Assumption of Risk, and Consent to Medical Treatment

Please read this entire legal document ("Waiver") with care, as it affects your future legal rights.

As used in this Waiver, the term "**Releasees**" includes: (i) The City of Maricopa and its officers, past and present employees, agents, representatives, successors and assigns (collectively, "City"); (ii) the Premises owner; (iii) all Event volunteers and officials; and (iv) all Event sponsors, sponsor affiliates, contractors, and their respective employees. As used in this Waiver, the term "**Participant**" means yourself or your minor child/ward, and any personal representatives, assigns, heirs, and next of kin.

1. In consideration of being permitted to participate (for any purpose) in the Color Run ("Event") and to enter Event property ("Premises"), Participant represents that it has fully and carefully read this Waiver, understands its contents, and agrees to all of its terms.

2. Participant expressly acknowledges that the Event is a test of a person's physical and mental limits and it carries with it potential for death, serious injury, and property loss, which cannot be fully eliminated. Participant understands the Event is an inherently dangerous activity that presents dangers and risks that may include, but are not limited to roads with vehicular traffic, uneven or slippery terrain, falls, contact and/or crashes with other participants, effects of weather including heat and/or humidity, defective equipment, railroad crossings, water hazards, and any hazard that may be posed by spectators or volunteers. Participant also understands that the Event course may contain wild animals, insects, and plants. Participant certifies that Participant is physically fit, has sufficiently trained for participation in this event, and has not been advised otherwise by a qualified health professional. Participant voluntarily agrees to assume the full risk of death, bodily injury and property damage, regardless of severity, that Participant may sustain as a result of Participant's attendance at or participation in the Event.

3. Participant consents to medical care and transportation as Releasees or medical professionals may deem appropriate, and Participant understands that this Waiver extends to any liability arising out of or in any way connected to such medical treatment or transportation. Participant understands that it is responsible for obtaining any insurance needed to cover personal injury, death, and harm to others.

4. Participant agrees to observe and obey all laws, rules, and warnings, to follow any instruction and direction given by Releasees, and to abide by any decision of Releasees regarding the ability to safely participate in or attend the Event. Releasees shall have the right to prohibit my participation, without refund, should my behavior endanger the safety of or negatively affect the Event, Premises or any person, facility or property.

5. Participant grants to Releasees the right to use any image, photograph, and recording taken of Participant at the Event, and assigns to the Releasees all rights to said images, photographs, and recordings.

6. Participant understands and agrees that all ticket purchases are final and non-refundable. The City of Maricopa reserves the right to cancel the Event, without refunding ticket purchases, for any reason that may adversely affect the safety and security of Event participants and attendees.

7. Participant understands and acknowledges that this Waiver shall be governed by and interpreted in accordance with Arizona law, and any action at law or in equity relating to this Waiver shall be tried in a court of Pinal County Arizona. Participant expressly agrees that if any portion of this Waiver is held invalid, the balance shall continue in full legal force and effect.

8. To the fullest extent permitted by law, Participant shall release, defend, indemnify, and hold harmless Releasees from any and all loss, damage, claim for damage, liability, expense, or cost, including attorneys' fees, which arise out of, or is in any way connected with the Event. This indemnification provision shall apply to any and all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Releasees. This section shall survive the expiration or early termination of the Waiver.

IF PARTICIPANT IS AT LEAST 18 YEARS OLD:

PARTICIPANT NAME (please print): _____ DATE: _____

SIGNATURE: _____

IF PARTICIPANT IS UNDER 18 YEARS OLD:

I, the parent or guardian of the Participant named below, give my approval for said Participant's participation in the Event, represent that said Participant is in good physical condition and acknowledge that I have reviewed, understood and agreed to the terms herein (such terms being interpreted as if they applied both to me and said Participant) and have the legal authority to enter into this Waiver on behalf of said Participant.

PARTICIPANT NAME (please print): _____

PARENT/LEGAL GUARDIAN NAME (please print): _____

SIGNATURE: _____ DATE: _____